

REMARKS/ARGUMENTS**I. General**

Claims 1-20 are pending in the current action. Claims 1-20 are rejected. The issues raised in the Office Action mailed August 28, 2003 are:

- Claims 1-20 are rejected under 35 U.S.C. § 103 (a) as being unpatentable over U.S. Patent No. 6,442,567 to Retallick (hereinafter *Retallick*) in view of U.S. Patent No. 6,330,551 to Burchetta (hereinafter *Burchetta*) and further in view of U.S. Patent No. 6,112,189 to Rickard (hereinafter *Rickard*); and
- Claims 1-20 are rejected under 35 U.S.C. § 112, second paragraph, as failing to point out and distinctly claim what applicant regard as the invention.

Applicants believe that only 20 claims have been filed in this application. The Examiner has, however, rejected claims 1 – 23. Applicants would ask the Examiner to verify that only claims 1 – 20 remain pending in this matter.

**Appeal Brief**

This amendment after final is submitted along with an Appeal Brief filed herein. Applicants filed an Amendment After Final Rejection on October 28, 2003. The Examiner responded to the Amendment After Final Rejection in an Advisory Action mailed November 13, 2003. In the Advisory Action, the Examiner indicated that Applicants' proposed amendments after final would not be entered because the amendment did not place the application in better form for appeal. Accordingly, this amendment after final is submitted with an Appeal Brief to propose amendments substantially similar to the amendments indicated in the October 28, 2003, Amendment. The proposed amendments do not effect the substance or scope of the claims, but rather focus solely on the form of the claim.

**II. Rejection Under 35 U.S.C. §103 in view of *Retallick*, *Burchetta*, and *Rickard***

The Examiner rejected claims 1-20 under 35 U.S.C. § 103 (a) as being unpatentable over *Retallick* in view of *Burchetta* and further in view of *Rickard*. Applicants respectfully traverse the rejection and assert that the rejected claims are allowable at least for the reasons stated below.

To establish a *prima facie* case of obviousness under 35 U.S.C. § 103(a), the prior art cited must teach or suggest all the claim limitations. M.P.E.P. § 2143. Applicants specifically assert that the prior art does not teach all the claim limitations, and, therefore, the claims are patentable under 35 U.S.C. § 103(a).

**Failure to teach or suggest all claim limitations**

**A. Independent Claims**

**Claim 1**

Amended claim 1 recites:

A negotiation protocol with compromise that is guaranteed to terminate.

The Examiner states that *Retallick* teaches a negotiation protocol for an activity or service. (See Office Action mailed August 28, 2003 at 2). *Retallick* recites a detailed personal information management system, similar to Novell GroupWise, Lotus Notes, or Microsoft Outlook, that allows a limited negotiation to occur between users. (*Retallick*, Col. 17, lns 47 – 59). However, *Retallick* does not teach a negotiation protocol that must be followed between the negotiating users. *Retallick*, therefore, teaches only that negotiation can occur, but does not teach a negotiation protocol.

**Claim 1**

Amended Claim 1 further recites:

an advertisement, ...the advertisement comprising a set of attribute-value pairs, each attribute-value pair including an attribute and a range of values for the attribute, for the product listed in the advertisement.

**Claim 17**

Amended Claim 17 recites, in part:

listing a set of attribute-value pairs, each attribute-value pair including an attribute and a negotiable list of values for the attribute, for the product.

**Claim 20**

Amended Claim 20 recites, in part:

an advertisement comprising a plurality of attribute-value pairs provided by a first negotiating party, wherein the plurality of attribute-value pairs comprises a plurality of attributes and a plurality of list values.

The prior art fails to teach these elements of amended claims 1, 17, and 20. In addition, the Examiner offers no selections from any of the cited references which disclose an advertisement having the set of attribute-value pairs or the listing of a set of attribute-value pairs where the attribute-value pair includes an attribute and a range or list of values for the attribute. *Retallick* describes negotiated fields as holding structured data that is used in the communication between the negotiating parties, but does not teach that a range of values for that structured data is available to a user. (*Retallick*, Col. 20, lns 1 – 7). Thus, *Retallick* fails to teach these elements of claims 1, 17, and 20.

In addition, the Examiner asserts that *Burchetta* discloses a dispute resolution system that includes attribute discrimination and established conditions. (Office Action mailed August 28, 2003 at 2-3). *Burchetta* discloses an Add/Edit screen which allows the user to enter information into a database, such as claimant name, case description, and sponsor case ID. (*Burchetta*, col. 11, lns 19-35). However, *Burchetta* fails to mention or teach an advertisement comprising attribute-value pairs or the listing of a set of attribute-value pairs wherein each attribute-value pair includes an attribute and a range or list of values for the attribute.

Furthermore, in *Rickard*, each of the negotiating parties submits a satisfaction function for each negotiating party according to terms that the party would accept. (*Rickard* Abstract, Col. 5, ln 41 – Col. 6, ln 41). Thus, *Rickard* does not teach that a single offer is presented back and forth between the negotiating parties. Instead, the parties submit terms and degrees of satisfaction and the computer automatically compares those. (*Rickard*, Abstract). Therefore, *Rickard* does not teach the elements of claims 1, 17, and 20 listed above. Thus, no combination of *Retallick*, *Burchetta*, or *Rickard* teaches the elements of claims 1, 17, and 20 listed above.

### **Claim 1**

Amended Claim 1 also recites:

a look-up, wherein the product listed in the advertisement is located for a second negotiating party, wherein at least one of a first set of attribute-value pairs is displayed to the negotiating party.

**Claim 17**

Amended Claim 17 further recites:

looking-up the product from the advertising step...

**Claim 20**

Amended Claim 20 further recites:

a look-up, wherein the plurality of attribute-value pairs is located for a second negotiating party by comparing one or more attribute-values provided by the second negotiating party with the plurality of attribute-value pairs in the advertisement.

The cited references also fail to teach these elements. Specifically, *Retallick* teaches that the requesting party sends the request directly to the requested party. (*Retallick*, Col. 18, lns 36 – 41). Therefore, the requested party never looks-up the request. *Burchetta* teaches a dispute resolution system, and does not teach where one of the parties to the dispute looks up the dispute for any reason. *Rickard* teaches a negotiation method that compares parties' degree of satisfaction with possible terms of a contract. The starting party enters data relating to its degree of satisfaction with these different terms. The other negotiating parties then receive templates to fill out from the negotiation system. The other negotiating parties do not look up the negotiation; but they receive the templates to be filled out from the negotiation system. (*Rickard*, Col. 5, ln 41 – Col. 6, ln 42). As such, the cited references fail to teach a look-up or looking-up as recited in claims 1, 17, and 20. Thus, independent claims 1, 17, and 20 are patentable under 35 U.S.C. § 103.

**B. Dependent Claims**

Claims 2-16, 18, and 19 depend directly or indirectly from their respective base claims 1 and 17 and thereby inherit all the respective limitations. Accordingly, it is respectfully submitted that the dependent claims are allowable based on at least their dependency from independent base claims 1 and 17 for at least the reasons discussed above. Thus, Applicants respectfully submit that based on the arguments presented above, claims 2-16, 18, and 19 are patentable under 35 U.S.C. § 103.

**III. Rejection under 35 U.S.C. § 112, second paragraph**

The Examiner rejected claims 1-20 under 35 U.S.C. § 112, second paragraph, as failing to distinctly claim what the applicant regards as his invention. Applicants respectfully

traverse the rejection and assert that the rejected claims are allowable at least for the reasons stated below.

Applicants previously requested the Examiner to specifically set out the basis for his § 112 rejection, but the Examiner failed to specifically set out the basis of his rejections. In failing to specifically point out the basis for his rejection, the Applicants submit that the Examiner has failed to comply with M.P.E.P. § 706 requiring the Examiner to particularly set out the basis of his rejections. As such, the Examiner has denied the Applicants a fair opportunity to submit any response, let alone an adequate response to the § 112, second paragraph rejection.

Applicants therefore, propose amendments substantially similar to the amendments submitted in the Amendment filed October 28, 2003. The claims are amended in an attempt to address the § 112, second paragraph rejection, without guidance from the Examiner, and to place the Application in condition for allowance. Specifically, in amended claim 1, Applicants have removed all disjunctive references, such as “product or service,” and “a negotiable list of values or range of values.” Applicants’ amendments have either completely removed the disjunctive references or changed the statements to a conjunctive statement, such as changing “if each attribute is not agreed to or a failed negotiation is not declared,” to “when one of: each attribute is not agreed to; and a failed negotiation is not declared.” Applicants have amended claims 1 – 6, 10 – 12, 14, 15, 17, 18, and 20 to remove such references to disjunctive elements. The amendments are not made to narrow the scope of any of the claims, but to correct the alleged § 112, second paragraph rejection. No new matter is added by the claim amendments.

#### **IV. Summary**

In view of the above, each of the presently pending claims in this application is believed to be in immediate condition for allowance. Accordingly, the Examiner is respectfully requested to pass this application to issue.

Applicants believe no fee is due with this response. However, if a fee is due, please charge Deposit Account No. 08-2025, under Order No. 10992554-1 from which the undersigned is authorized to draw.

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail Label EV255078067US in an envelope addressed to: MS Appeal Brief-Patents, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

Date of Deposit: 01/28/2004

Typed Name: John Pallivathukal

Signature: John Pallivathukal

Respectfully submitted,

By: TJ Meaney

Thomas J. Meaney  
Attorney/Agent for Applicant(s)  
Reg. No. 41,990  
Date: 01/28/2004  
Telephone No. (214) 855-8230